

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator / 954-797-2093

PREPARED BY: Will Allen, Redevelopment Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN EASEMENT AGREEMENT BETWEEN THE DAVIE-COOPER CITY CHAMBER OF COMMERCE, THE TOWN OF DAVIE, THE DAVIE PROFESSIONAL BUILDING AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING EXECUTION OF SAME BY THE APPROPRIATE OFFICIALS OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution approves an easement agreement to provide the right of access and reciprocal ingress and egress across properties owned by the Town of Davie, Davie-Cooper City Chamber of Commerce and the Davie Professional Building. The easements described in the agreement allow the public to access each of these three properties through a designated route through the parking lots. The easement was required as a condition of site plan approval for the parking lot renovations by the Site Plan Committee. The easements permit access through these properties so that a vehicle can travel from Davie Road to SW 42 Street rather than having to travel on the streets themselves.

The agreement states that the Davie CRA is responsible for paying for connecting the parking lots as shown on the site plan. The connection to the Davie Professional Building is along that property's southerly lot line. There will be a two way aisle with a landscape island at each side of this aisle. The connection will result in the loss of four existing parking spaces at the Davie Professional Building property. The agreement states that the loss of these four parking spaces will not cause a violation of any existing codes. There will now be public parking spaces available to make up for these spaces.

The agreement has been signed by the parties other than Town Council. It should be noted that the Town Attorney has reviewed the agreement and in a memorandum dated August 25, 2004 indicates the easement agreement adequately protects the Town's interest and is ready for presentation to Town Council.

CONCURRENCES: The Site Plan Committee approved the site plan for parking lot improvements on August 10, 2004. The cross access easement was required as a condition of approval. The Davie CRA approved the easement agreement at their meeting of August 30, 2004. The Davie-Cooper City Chamber of Commerce signed the agreement on September 20, 2004.

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: This cost is factored into the overall cost of the parking lot improvements which is expected to be approximately \$300,000.

Account Name: Special Projects (010-0405-515.02-02)

RECOMMENDATION(S): Motion to approve the Resolution.

Attachment(s): Resolution
Easement Agreement
August 25 2004 Memorandum from Town Attorney
September 22, 2004 Memorandum from Development Services
indicating the site plan modification was approved on August 10,
2004

RESOLUTION # _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING AN EASEMENT AGREEMENT BETWEEN THE DAVIE-COOPER CITY CHAMBER OF COMMERCE, THE TOWN OF DAVIE, THE DAVIE PROFESSIONAL BUILDING AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING EXECUTION OF SAME BY THE APPROPRIATE OFFICIALS OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and Davie Community Redevelopment Agency are seeking a specific easement in the Downtown area of Davie; and

WHEREAS, a Tri-Party Agreement has been approved authorizing improvement of property to provide additional public parking in the Downtown area of Davie; and

WHEREAS, the Town of Davie, the Davie-Cooper City Chamber of Commerce of Broward County, Florida, and the Davie Professional Building have agreed to provide the necessary easements to easements to permit construction of the parking improvements and to provide reciprocal ingress and egress and access to provide for passage of motor vehicles and pedestrians between the various properties and to abutting streets or rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Easement Agreement, attached hereto as Attachment "A", and accepts the grants of easement conveyed thereby, and authorizes execution of same by the appropriate officials of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004.

Prepared by:
Allison McCarthy, Esq.
HOLLAND & KNIGHT LLP
One E. Broward Blvd., Suite 1300
Ft. Lauderdale, FL 33301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2004 by and among Davie-Cooper City Chamber of Commerce of Broward County, Florida, whose address is 4185 Davie Road, Davie Florida 33314 ("Chamber"), the Town of Davie, a political subdivision of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida 33314 ("Town"), Davie Professional Building, a Florida corporation, whose address is 4179 Davie Road, Suite 200, Davie, Florida 33314 ("DPB"), and the Davie Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose address is 4700 Davie Road, Suite C, Davie, Florida 33314 ("CRA").

RECITALS

WHEREAS, DPB is the fee simple owner of certain real property located in Broward County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("Parcel A"); and

WHEREAS, Chamber is the fee simple owner of certain real property located adjacent to Parcel A, being more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("Parcel B"); and

WHEREAS, Town is the fee simple owner of certain real property located adjacent to Parcel B, being more particularly described on **Exhibit "C"** attached hereto and made a part hereof ("Parcel C") (Parcel A, Parcel B, and Parcel C are sometimes collectively hereinafter referred to as the "Parcels" or individually as a "Parcel"); and

WHEREAS, CRA desires to make certain improvements, as more particularly described herein, to the Parcels, and DPB, Chamber, and Town deem it necessary and appropriate to create, grant, and reserve to CRA a temporary, non-exclusive easement in, on, under, across, and through the Parcels for CRA to make such improvements; and

WHEREAS, DPB, Chamber, and Town deem it necessary and appropriate to create, grant and reserve cross access easements for ingress, egress and access on, over and across certain portions of the Parcels for the use and benefit of Owners and Permittees (as hereinafter defined) of the Parcels that will run with the land and be appurtenant thereto, and subject to which the Parcels will be held, leased, sold, encumbered, developed and used.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Definitions. For purposes of this Agreement, the following respective capitalized terms shall have the following respective meanings:

A. "CRA Improvements" shall mean the construction and/or installation by CRA, at its sole cost and expense, of certain roadways, connection points, and beautification amenities, including without limitation, landscape features, on the Parcels as set forth on "**Exhibit D**" attached hereto and made a part hereof.

B. "Owner" or "Owners" shall mean DPB, Chamber, Town and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

C. "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, licensees and mortgagees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

D. "Roadway Improvements" shall mean all paved driveways, roadways, entrances, exits and access driveways as presently or hereafter constructed from time to time within (i) that certain parcel of real property located within Parcel A as more particularly described on "**Exhibit E**" attached hereto and made a part hereof ("Parcel A Roadways"), (ii) that certain parcel of real property located within Parcel B as more particularly described on "**Exhibit F**" attached hereto and made a part hereof ("Parcel B Roadways"), and (iii) that certain parcel of real property located within Parcel C as more particularly

described on "**Exhibit G**" attached hereto and made a part hereof ("Parcel C Roadways") (Parcel A Roadways, Parcel B Roadways, and Parcel C Roadways are sometime collectively hereinafter referred to as the "Roadways"); including without limitation, the CRA Improvements made thereto.

3. Subject to any express conditions, limitations or reservations contained herein, DPB, Chamber, and Town hereby grant to CRA, its successors, and/or assigns, a temporary, non-exclusive easement ("Temporary Easement") in, on, under, across, and through their respective Parcels for the purpose of installing and/or constructing the CRA Improvements, together with the right of ingress and egress over the Parcels for the purposes of installing and/or constructing the CRA Improvements. The rights herein granted pursuant to this Temporary Easement shall terminate upon the completion of the CRA Improvements, but no later than October 1, 2005.
4. Subject to any express conditions, limitations or reservations contained herein, DPB, Chamber and Town hereby agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a non-exclusive, perpetual and reciprocal easement for reasonable access, ingress and egress over all Roadway Improvements, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.
5. DPB acknowledges that as a result of the CRA Improvements that it will lose four (4) parking spaces that are currently located within Parcel A, and the Town agrees and acknowledges that said loss of parking spaces does not cause a violation of any codes, rules or regulations of the Town of Davie currently applicable to Parcel A. Chamber acknowledges that the Owners and Permittees of Parcel A have access to the public parking spaces currently located within Parcel B in addition to the public parking spaces located within Parcel A. Further CRA agrees, as stated in paragraph 2(A) above that construction and/or installation of certain roadways, connection points and beautification amenities, including without limitation landscape features, as detailed on Exhibit "D" shall occur at the sole cost and expense of CRA. CRA further agrees to be responsible for any restoration work needed to put the parcels back to pre-construction status.
6. CRA shall be responsible for maintaining, at its sole cost and expense, the Roadway Improvements which are located within Parcel B and Parcel C, and the Owner of Parcel A shall be responsible for maintaining, at its sole cost and expense, the Roadway Improvements which are located within Parcel A. Maintenance of the Roadway Improvements shall include, without limitation,

maintaining and repairing all Roadways Improvements, removing all papers, debris and other refuse from and periodically sweeping all Roadway Improvements, maintaining markings, directional signs, lines and striping as needed and performing any and all duties as are necessary to maintain such Roadway Improvements in a clean, safe and orderly repair, condition and appearance. Any necessary repairs, replacements and restorations shall be made in a timely manner so that same will not unreasonably interrupt ingress, egress and access to and from the other Parcels. Notwithstanding the foregoing, each of the benefited parties hereto agrees to those temporary interruptions to the use of the Roadway Improvements as may be reasonably necessary from time to time for the proper operation, maintenance and repair of the Roadway Improvements.

7. The obligations of an Owner shall only be personally binding on such Owner during the term of their ownership of their respective Parcels. Upon an Owner's conveyance of its Parcel, such Owner shall be automatically released from all obligations arising under this Agreement with respect to such Parcel after such conveyance but shall remain liable for all obligations arising during its ownership of the Parcel. Any party receiving a conveyance of a Parcel, or any portion thereof, shall become liable for all obligations as to the Parcel, or portion thereof, arising from and after the date of transfer.
8. The parties hereto acknowledge that in the event CRA shall cease to exist by virtue of its expiration pursuant to law, then the duties and obligations of CRA hereunder shall be assumed and performed by Town.
9. Unless otherwise terminated, the easement rights granted herein shall be binding upon the parties, their respective heirs, legal representatives, successors and assigns and shall, other than the Temporary Easement, be for the use and benefit of all present and future owners of the Parcels, their tenants, customers, agents, invitees, licensees, guests, occupants and/or mortgagees of all of any portion of the Parcels, it being the intent hereto that the easements, rights and obligations set forth herein shall run with the land and follow ownership of the Parcels.
10. In the event of a breach by any party hereto of any obligations hereunder, then after written notice to the Breaching Party (as defined in Section 10 below) and the granting of the "cure" period set forth in Section 10, the other parties hereto shall be entitled to obtain an injunction specifically enforcing the performance of such obligation or to seek any other remedy available to them under law or in equity; the parties hereto acknowledge the potential inadequacy of legal remedies and the irreparable harm which could be caused by any such breach, and in recognition thereof agree to the remedy of injunction provided herein.

11. Should a party (the "Breaching Party") default in the performance of its obligations hereunder, then after the expiration of the notice and cure periods set forth herein, the parties aggrieved as the result of such default (the "Non-breaching Parties") shall be entitled to take such action (including but not limited to the performance of work to be done by the Breaching Party) and incur such expenses as may be reasonably required to cure the Breaching Party's breach, in which event the Breaching Party shall repay the Non-breaching Parties such sums of money reasonably expended by the Non-breaching Parties in curing such breach within thirty (30) days after written notice thereof from the Non-breaching Parties. All such sums due shall thereafter bear interest at a rate equal to the lesser of eighteen (18%) percent per annum or the highest lawful rate. Unless the performance of the work to be done described herein is of an emergency nature necessary to ensure access through the easement areas, the Non-breaching Parties shall provide twenty (20) days notice to the Breaching Party of any defaults to cure such default. The Breaching Party shall cure such default within said twenty (20) day period, unless such default is not capable of being cured within twenty (20) days in which event the Breaching Party shall commence to cure such default within said twenty (20) day period and shall diligently and continuously work to cure such default, and shall cure the default within the forty-five (45) days immediately following the date from which the Non-Breaching Party receives notice of the default from the Non-Breaching Party.
12. Notwithstanding anything contained herein to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.
13. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained or for damages on account of any breach of this Agreement, the prevailing party after final adjudication shall be entitled to recover from any other party, in addition to any damages or other relief granted as a result of such action or proceeding, all costs and expenses of such action or proceeding and all its costs and reasonable attorneys' fees and expenses incurred in the preparation and prosecution of such action or proceeding including but not limited to all costs, fees and expenses incurred at trial and all appellate levels.
14. Each provision of this Agreement are herein declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be illegal, invalid or to be unenforceable or not to run with the land, such holding shall be fully severable, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision

had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

15. No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided herein, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.
16. This Agreement and the easements, rights, obligations and liabilities created hereby, other than the Temporary Easement, shall be perpetual to the extent permitted by law.
17. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of a Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.
18. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered by (i) hand delivery; (ii) nationally recognized overnight courier; (iii) United States certified mail, return receipt requested, or (iv) by telecopier, providing the transmitting telecopier electronically confirms the transmission of the Notice and a copy thereof is sent by one of the other acceptable means of giving Notice within one (1) day of transmission by telecopier, in each case with all postage or other charges prepaid. All Notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt, or on the date noted on the delivery or return receipt as the date delivery thereof was refused or rendered impossible to accomplish due to an unnoticed change of address. The initial addresses of the parties shall be:

For DPB: Davie Professional Building
 4179 Davie Road, Suite 200
 Davie, FL 33314
 Attn: Ms. Terry Santini
 (Telecopier No. 954/474-1947)

For Chamber: Davie-Cooper City Chamber of Commerce of
 Broward County, Florida
 4185 Davie Road
 Davie, Florida 33314
 Attn: Executive Director
 (Telecopier No. 954/581-9684)

For Town: Town of Davie
 6591 Orange Drive
 Davie, Florida 33314
 Attn: Town Administrator
 (Telecopier No. 954/797-2061)

For CRA: Davie Community Redevelopment Agency
 4700 Davie Road, Suite C
 Davie, Florida 33314
 Attn: Redevelopment Administrator
 (Telecopier No. 954/797-1200)

Upon at least ten (10) days' prior written notice, each party hereto shall have the right to change its address or the party to whom Notices to it are to be directed, to any other address or person within the United States of America. In the event any Owner (the "Conveying Party"), their successors, assigns or grantees shall convey, transfer or quit-claim the fee-simple title to their respective Parcel to any other person or entity (the "Grantee"), the Conveying Party shall be required to provide written notice, in accordance with this provision, to the remaining parties hereto, their successors, assigns or grantees, notifying said remaining parties of the conveyance and setting forth the name, address, telephone number and facsimile number of the Grantee.

19. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Agreement.
20. Each party shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agent with respect to its respective Parcel.
21. In the event of any bankruptcy affecting any Owner or Permittee of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted

by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

22. Nothing in this Agreement shall be deemed or construed by either party or any third party to create the relationship of principal and agent or of limited or general partners or of joint venturers or render any party liable for the debts or obligations of the other parties hereto.
23. This Agreement may be amended, modified, or terminated at any time by an instrument in writing, executed and acknowledged by all of the parties hereto or their successors or assigns and recorded in the Public Records of Broward County, Florida.
24. This Agreement shall be effective commencing on the date of recording of this Agreement in the office of the Clerk of the Public Records of Broward County, Florida and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated in accordance with the provisions of Paragraph 23 hereof.
25. In the event that any party to this Agreement shall grant occupancy rights in or upon its respective property to a third party pursuant to a lease, license or other written occupancy agreement, such occupant(s) shall be subject to the benefits, terms, conditions and obligations of and shall have the right to enforce the terms of this Agreement. All parties hereto agree to accept performance of any and all obligations of an applicable property owner hereunder by such third party occupant(s). The parties hereto acknowledge and agree, however, that such occupant(s) shall not assume or be responsible for any obligations which arise from the negligence of the parties hereto or as a result of a default by the parties hereto under the Agreement, and/or any obligations that are to be completed by the parties hereto prior to the commencement of any such lease, license, or other written occupancy agreement between such occupant(s) and the respective property owner.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

CHAMBER

WITNESSES:

Davie-Cooper City Chamber of
Commerce

Alice J. Harrington
Printed Name: Alice J. Harrington
David Gonsky
Printed Name: DAVID GONSKY

By: Kathy Durham
Printed Name: Kathy Durham
Title: President
Date: 9/20/2004

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20th day of September, 2004, by Kathy Durham as President of the Davie-Cooper City Chamber of Commerce on behalf of such entity. He/she is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Alice J. Harrington
Print: Alice J. Harrington
State of Florida (Seal)
My Commission Expires:



Alice J. Harrington
My Commission DD279507
Expires January 07 2008

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

DPB

WITNESSES:

Irma Velez
Printed Name: IRMA VELEZ

Will Allen
Printed Name: WILL ALLEN

By: Terry Santini
Printed Name: Terry SANTINI
Title: President
Date: 8/24/04

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of August, 2004, by Terry Santini as president of Davis Professional Bldg, a Florida Corporation. He/she is personally known to me or produced as identification and did/did not take an oath.

NOTARY PUBLIC

Margaret Chea Wu

Print: MARGARET CHEA WU

State of Florida (Seal)

My Commission Expires:



Margaret Chea Wu
My Commission DD116620
Expires May 12, 2006

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

TOWN

WITNESSES:

TOWN OF DAVIE, a municipal corporation
of the State of Florida

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA)

:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____ as _____ of the Town of Davie, a municipal corporation of the State of Florida. He/she is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print: _____

State of Florida (Seal)

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the dates set forth below.

CRA

WITNESSES:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and politic
Created pursuant to Part III, Chapter 163,
Florida statutes

[Signature]
Printed Name: Giovanni Moss

By: [Signature]
Printed Name: MARK ENGEL
Title: CHAIR
Date: 9/28/04

Will Allen
Printed Name: Will Allen

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28th day of September, 2004, by MARK ENGEL as CHAIR of the Davie Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes. He/she is personally known to me or produced FLA DRIVER'S LICENSE as identification and did/did not take an oath. # E524-544-72-283-0

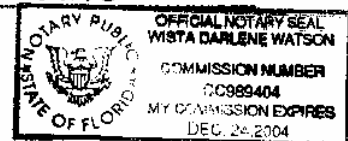
NOTARY PUBLIC

Wista Darlene Watson

Print: WISTA DARLENE WATSON

State of Florida (Seal)

My Commission Expires:



JOINDER AND CONSENT OF MORTGAGEE OF PARCEL A

1st UNITED BANK, a Florida Banking Corporation ("Mortgagee"), formerly known as First Western Bank, having an address of One North Federal Highway, Boca Raton, FL 33432, is the owner and holder of that certain Mortgage, dated July 5, 2001 and recorded on July 19, 2001 in Official Records Book 31870, Page 1245 of the Public Records of Broward County, Florida, and that certain Second Mortgage, dated October 10, 2003 and recorded on November 10, 2003 in Official Records Book 36402, Page 1336 of the Public Records of Broward County, Florida (together, the "Mortgage"), said Mortgage affecting Parcel A, as more fully defined in the Easement Agreement to which this Joinder and Consent is attached. (the "Agreement")

By its execution of this Joinder and Consent, Mortgagee does hereby join in the execution of the Agreement for purposes of consenting thereto.

Notwithstanding the foregoing, it is expressly understood and agreed that Mortgagee's consent to the Agreement shall in no way diminish Mortgagee's rights under the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name this 5TH day of OCTOBER, 2004.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Corporation,

Bank

Penny C. Brown

Witness Signature

Penny C. Brown

Print Name

Bridgette Bell

Witness Signature

Bridgette Bell

Print Name

STATE OF Florida)
) SS.

COUNTY OF Palm Beach)

1ST UNITED BANK, a Florida Banking
formerly known as First Western

By:

Larry Ostermayer

Print Name: LARRY OSTERMAYER

Title: SENIOR VICE PRESIDENT

The foregoing instrument was acknowledged before me this 5TH day of OCTOBER, 2004, by LARRY OSTERMAYER, as Senior Vice President of 1ST United Bank, a Florida Banking Corporation, formerly known as First Western Bank, on behalf of said corporation. He She is personally known to me or who has produced _____ as identification.



Michael W. Barnett
Michael W. Barnett
Notary Public-State of FL
Commission Number: DD-152259

JOINDER AND CONSENT OF MORTGAGEE OF PARCEL B

1ST UNITED BANK ("Mortgagee"), formerly known as First Western Bank, having an address of ONE NORTH FEDERAL HIGHWAY, BOCA RATON, FL 33432, is the owner and holder of that certain Mortgage, dated September 19, 2002 and recorded October 2, 2002 in Official Records Book 33883, Page 801 of the Public Records of Broward County, Florida (the "Mortgage"), said Mortgage affecting Parcel B, as more fully defined in the Easement Agreement to which this Joinder and Consent is attached. (the "Agreement")

By its execution of this Joinder and Consent, Mortgagee does hereby join in the execution of the Agreement for purposes of consenting thereto.

Notwithstanding the foregoing, it is expressly understood and agreed that Mortgagee's consent to the Agreement shall in no way diminish Mortgagee's rights under the Mortgage.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name this 5TH day of OCTOBER, 2004.

WITNESSES:

Signed, sealed and delivered
in the presence of:

1ST UNITED BANK, a Florida Banking
formerly known as First Western

Corporation,
Bank

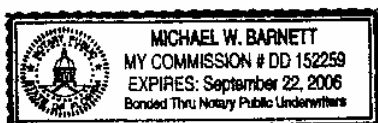
Denny C. Brown
Witness Signature
Denny C. Brown
Print Name

By: Larry Ostermayer
Print Name: LARRY OSTERMAYER
Title: SENIOR VICE PRESIDENT

Brigitte Bell
Witness Signature
Brigitte Bell
Print Name

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 5th day of October, 2004, by LARRY OSTERMAYER, as Senior Vice Pres. of 1ST United Bank, a Florida Banking Corporation, formerly known as First Western Bank, on behalf of said corporation. (He/She is personally known to me or who has produced _____ as identification.



Michael W. Barnett
Michael W. Barnett
Notary Public-State of FL
Commission Number: DD-152259

EXHIBIT "A"
PARCEL A

LEGAL DESCRIPTION: (PER WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2898, PAGE 283 BROWARD COUNTY RECORDS)

THE NORTH ONE-HALF (N½) OF TRACT 1, LESS THE WEST 1,000 FEET THEREOF AND LESS THE EAST 40 FEET THEREOF, OF "EVERGLADES LAND SALES CO. SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 46831 SQUARE FEET (1.075 ACRES) MORE OR LESS.

ADDRESS: 8001 S.W. 36th STREET
 DAVIE, FLORIDA

SPECIAL NOTE: A PORTION OF THIS SURVEY CONTAINS THE PROPERTY PLATTED AS "DAVIE PROFESSIONAL BUILDING PLAT" RECORDED IN PLAT BOOK 178, PAGE 128, BROWARD COUNTY RECORDS.

EXHIBIT "B"
PARCEL B

THE WEST 270.00 FEET OF THE EAST 310.00 FEET, LESS THE SOUTH 25 FEET THEREOF, OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 35 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

EXHIBIT "C"
PARCEL C

THAT PORTION OF THE SOUTH ONE HALF (S1/2) OF TRACT 1, LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF TRACT 47 LESS THE EAST 310 FEET THEREOF, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT OF "EVERGLADES LAND SALES CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LANDS SITUATED, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

EXHIBIT "D"
CRA IMPROVEMENTS
(contains 1 of 18 pages)

AND SEE

[illegible]

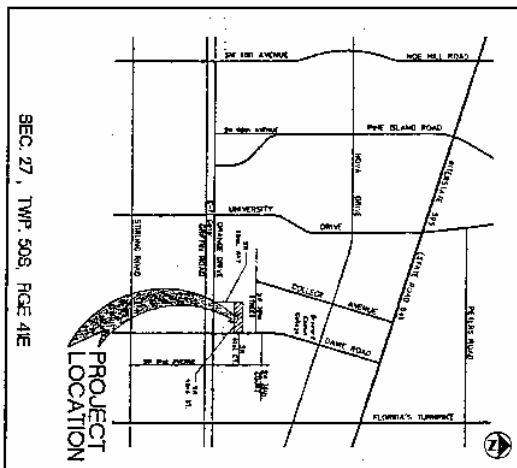
SITE LIGHTING:
MORRAN F. BRAY, P.E., INC.
2131 HOLLYWOOD BOULEVARD, SUITE 501
HOLLYWOOD, FLORIDA 33020-6753
PHONE: (954) 925-3217
FAX: (954) 925-3247

୧୩

CONSTITUTION IN THE POLISH BIRTH-DEATH

3/5 MOLECULAR INTERACTIONS

PROJECT NO. : 03-0060
DATE : AUGUST, 2003



LOCATION MAP

PREPARED FOR

DRAWING INDEX

DRAWING INDEX	
SHEET NO.	SHEET DESCRIPTION
C-0	COVER SHEET
9-1	SITE PLAN
E2-05-03	SWIMT (CHAMBER SITE)
E2-10-03	SWIMT (FARM POND)
E2-10-04	SWIMT (SITE AND STREET)
C-1	GRAVE, NOTES AND SPECIFICATIONS
C-2	GRAVITY PLAN AND DRAINAGE PLAN
C-3	PLANS, DRAINAGE AND DRAINAGE DETAILS
C-4	PLANS, DRAINAGE AND DRAINAGE DETAILS
E2-1	EXISTING FINE INTERIOR
U-1	LANDSCAPE PLAN (CHAMBER SITE)
U-2	LANDSCAPE PLAN (FARM POND)
U-3	LANDSCAPE PLAN (SITE AND STREET)
A-1	PROPOSED PLAN (CHAMBER SITE)
A-2	PROPOSED PLAN (FARM POND)
A-3	PROPOSED PLAN (SITE AND STREET)
E-1	EXISTING AND PROPOSED SITE PLAN
E-2	EXISTING AND PROPOSED SITE PLAN

CHARACTER STATEMENT:
INSTALLATION OF PLUMBING, SANITARY AND LIGHTING
IMPROVEMENTS TO UPDATING EXISTING CHIMNEY OF CHIMNEY AND
POOLED WITH PARKING LOTS.

Large or small, all
these people contribute

24 hours prior to termination and
in the place of, or part, payment
thereof to correct conditions. Payment is
(644) 201-8111 7th Street, New

[illegible]

REVIEWING OF PERMITS WILL BE ACHIEVED BY A COMMITTEE OF THE CONSTRUCTION INDUSTRY AND A COMMITTEE OF THE LOCAL GOVERNMENTS. THE COMMITTEE WILL BE CHAIRMANED BY THE LOCAL GOVERNMENT AND WILL BE COMPOSED OF REPRESENTATIVES OF THE CONSTRUCTION INDUSTRY AND THE LOCAL GOVERNMENTS. THE COMMITTEE WILL BE CHAIRMANED BY THE LOCAL GOVERNMENT AND WILL BE COMPOSED OF REPRESENTATIVES OF THE CONSTRUCTION INDUSTRY AND THE LOCAL GOVERNMENTS.

Local Health Unit

UNIT 20 (CONTINUED)

THE EFFECTS OF HYPERLIPIDEMIA ON RISK FACTORS FOR CORONARY ARTERY DISEASE ARE MODIFIED BY DIETARY FIBER

_____ *Prof. Dr. ...*

Index

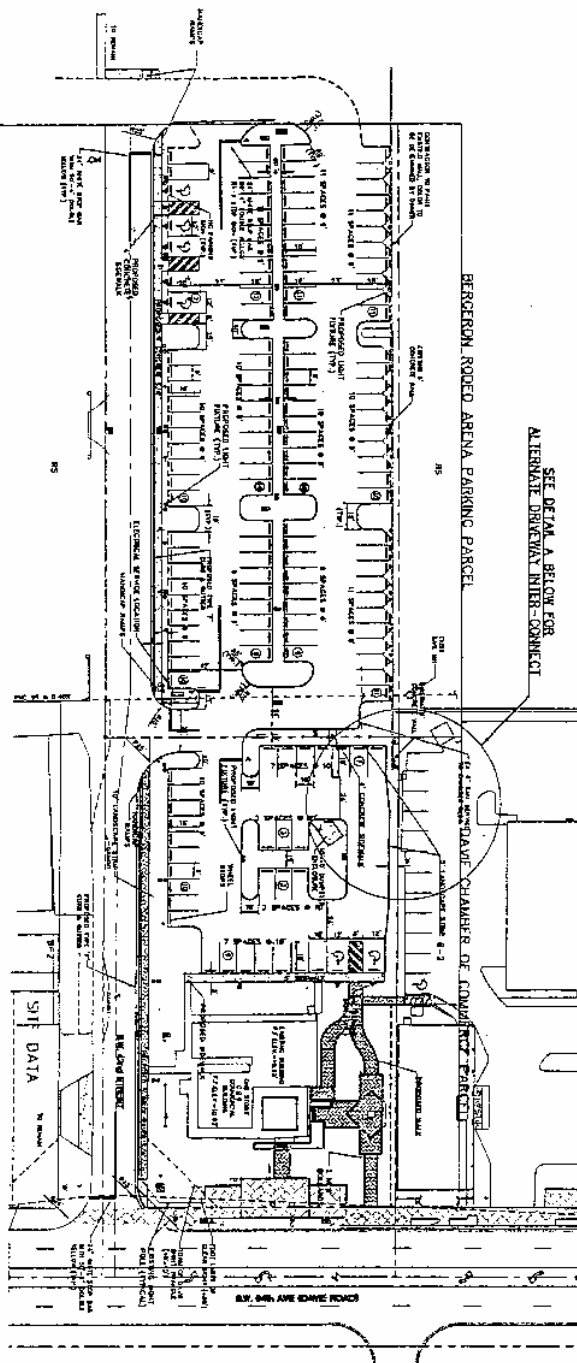
SUBJECT NO. : 03-0060

E: AUGUST, 2003

[illegible]

SEE DETAIL A BELOW FOR
ALTERNATE DRIVEWAY INTER-CONNECT

BERGERSON, ROPED ARENA, PARKING PARCEL



DAVE COOPER CITY CHAMBER OF COMMERCE

BERGERSON ROPED ARENA PARKING PARCEL

LAND USE CLASSIFICATION: COMMERCIAL

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

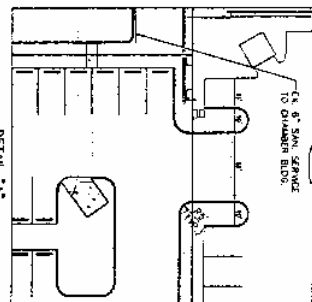
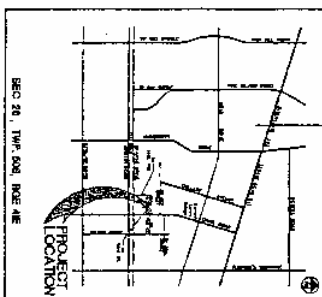
AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

AREA OF SITE: 2,000.00 SF

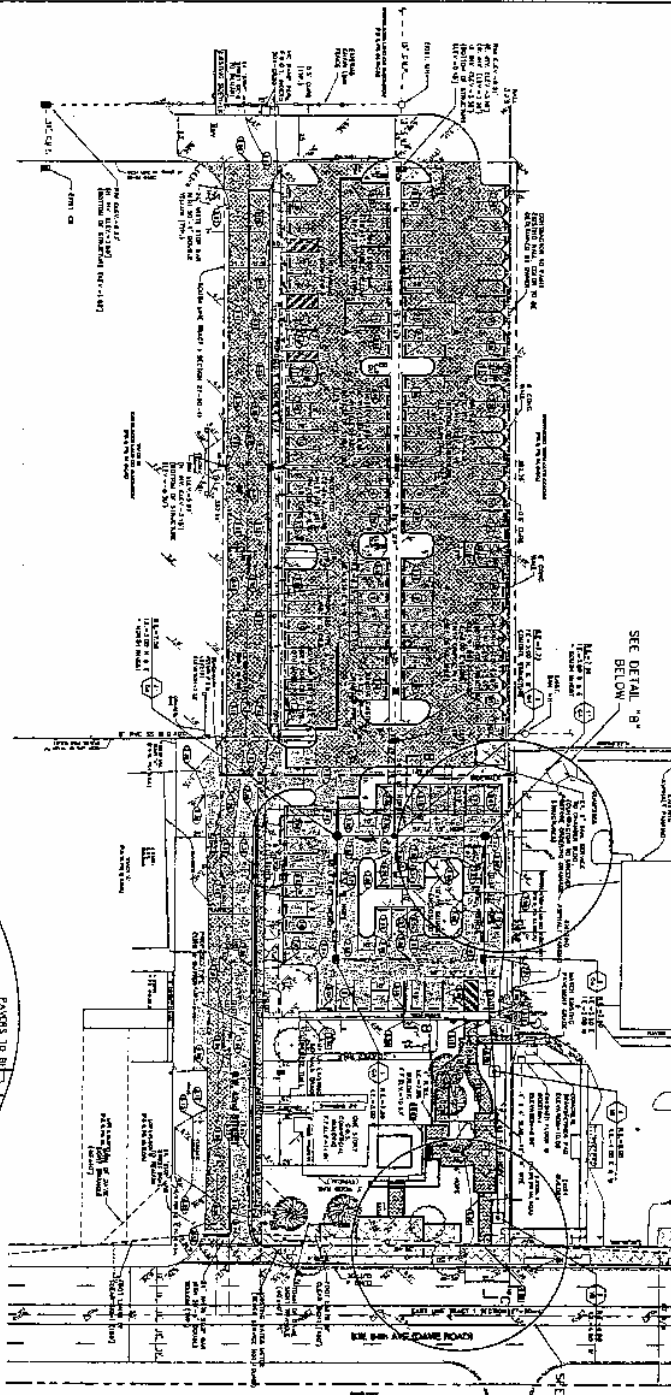
LOCATION MAP



ALTERNATE DRIVEWAY INTER-CONNECT



SHEET 1 OF 1	PROJECT NO. 03-0080	SP-1	DAVIE-COOPER CITY CHAMBER OF COMMERCE			CRAVEN - THOMPSON AND ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS 2440 N.W. 23RD STREET, FORT LAUDERDALE, FLORIDA 33304 TEL: (904) 726-1000 FAX: (904) 726-1001 E-MAIL: CTH@CRAVEN-THOMPSON.COM	DATE 06/27/03	REVISION 1-1-03	DESIGNER DC	CHECKED BY DC	APPROVED BY DC	
			PARKING MODIFICATION									
			PREPARED FOR TOWN OF DAVIE									
			SITE PLAN									



RCED, REF. #:



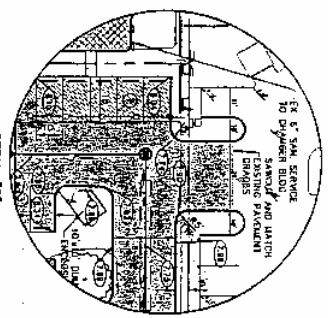
SEE DETAIL "B" BELOW

SEE DETAIL "A" BELOW

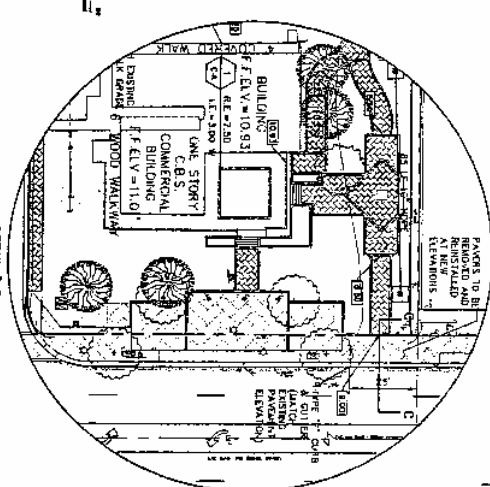
LEGEND

- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED PARKING LOT
- PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- PROPOSED CURB
- PROPOSED GRADE
- PROPOSED DRAINAGE
- PROPOSED PAVING
- PROPOSED FENCE
- PROPOSED SIGN
- PROPOSED LIGHT
- PROPOSED TREE
- PROPOSED PLANT
- PROPOSED FURNITURE
- PROPOSED UTILITY
- PROPOSED ELEVATION
- PROPOSED DIMENSION
- PROPOSED AREA
- PROPOSED VOLUME
- PROPOSED WEIGHT
- PROPOSED LENGTH
- PROPOSED WIDTH
- PROPOSED HEIGHT
- PROPOSED DEPTH
- PROPOSED TEMPERATURE
- PROPOSED PRESSURE
- PROPOSED FORCE
- PROPOSED ENERGY
- PROPOSED POWER
- PROPOSED CURRENT
- PROPOSED VOLTAGE
- PROPOSED RESISTANCE
- PROPOSED CAPACITANCE
- PROPOSED INDUCTANCE
- PROPOSED FREQUENCY
- PROPOSED PERIOD
- PROPOSED WAVELENGTH
- PROPOSED SPEED
- PROPOSED ACCELERATION
- PROPOSED VELOCITY
- PROPOSED MOMENTUM
- PROPOSED IMPULSE
- PROPOSED FORCE
- PROPOSED PRESSURE
- PROPOSED ENERGY
- PROPOSED POWER
- PROPOSED CURRENT
- PROPOSED VOLTAGE
- PROPOSED RESISTANCE
- PROPOSED CAPACITANCE
- PROPOSED INDUCTANCE
- PROPOSED FREQUENCY
- PROPOSED PERIOD
- PROPOSED WAVELENGTH
- PROPOSED SPEED
- PROPOSED ACCELERATION
- PROPOSED VELOCITY
- PROPOSED MOMENTUM
- PROPOSED IMPULSE

NOTE: EXISTING BUILDING SYSTEMS TO BE REMOVED AND REPLACED WITH NEW SYSTEMS.



DETAIL "B"
ALTERNATE DRIVEWAY INTER-CONNECT



DETAIL "A"

DAVID - COOPER CITY CHAMBER OF COMMERCE
PARKING MODIFICATION
TOWN OF DAVIS
PAVING GRADING AND DRAINAGE PLAN

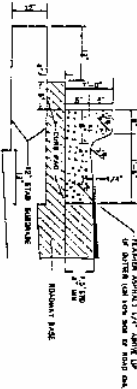
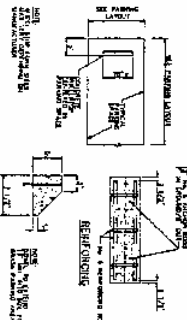
PROJECT NO.	03-0060
SHEET 3 OF 4	

DAVIDEN - THOMPSON AND ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
2303 N.W. 8TH STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 754-4400 FAX: (954) 754-4400

NO.	DATE	DESCRIPTION
1	06/27/93	REVISED FOR THE CHAIRMAN
2	07/01/93	REVISED FOR THE CHAIRMAN
3	07/01/93	REVISED FOR THE CHAIRMAN
4	07/01/93	REVISED FOR THE CHAIRMAN
5	07/01/93	REVISED FOR THE CHAIRMAN
6	07/01/93	REVISED FOR THE CHAIRMAN
7	07/01/93	REVISED FOR THE CHAIRMAN
8	07/01/93	REVISED FOR THE CHAIRMAN
9	07/01/93	REVISED FOR THE CHAIRMAN
10	07/01/93	REVISED FOR THE CHAIRMAN

- [illegible]

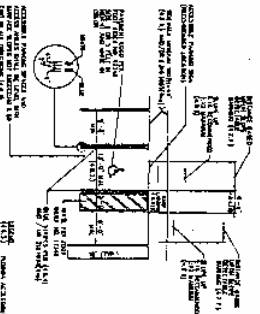
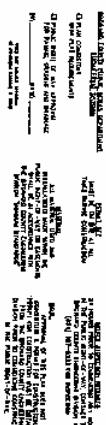
TRENCH DETAIL

[illegible]

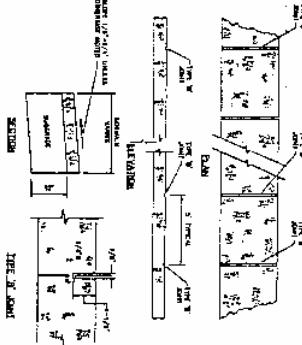
TYPE "E" CURB & GUTTER

WHEEL STOP DETAIL

CURB DETAIL
SCALE: NONE



ACCESSIBLE PARKING SPACE COMPLYING WITH FLORIDA AND ADA REQUIREMENTS

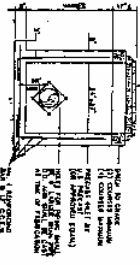


Type 'A' items

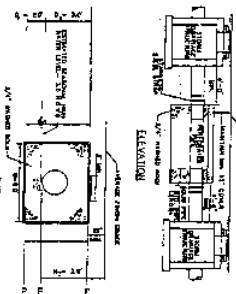
TABLE OF SIDEWALK MONITS	
TYPE	LOCATION
W	1. FIFTY FEET TO BE CENTER ON SIDEWALK

SIDEWALK DETAILS
 SCALE: NONE

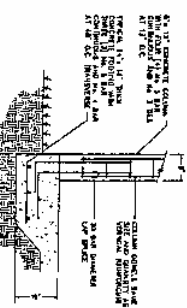
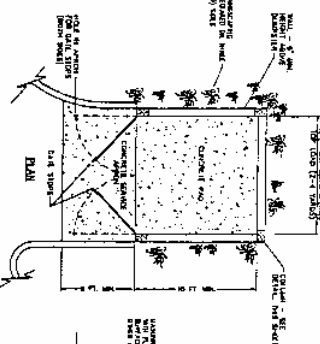
STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL



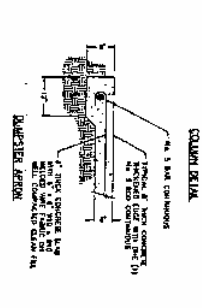
TYPE C-A INLET



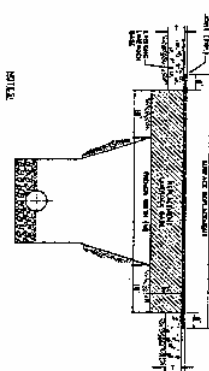
4'x6' EXFILTRATION TRENCH DETAIL



COLUMN DELTA



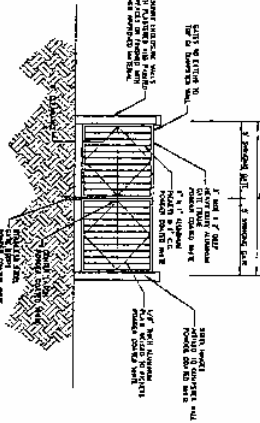
Abstract



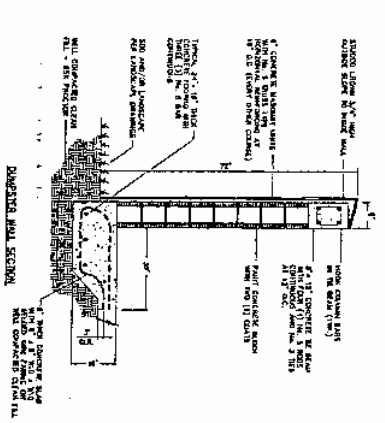
BCED, MB, &

- [illegible]

ASPHALT PAVEMENT RESTORATION DETAIL




CALL CENTER

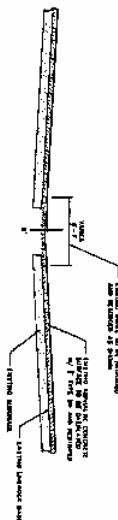
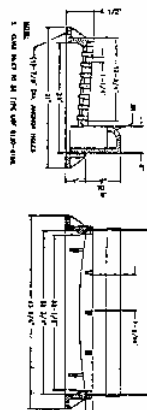


	DATE:	10/15/90
	SCALE:	NTS
	DESIGN BY:	JAN
	DRAWN BY:	EP
	CHECKED BY:	JAN
APPROVED PER YOUR DDC COMMENTS	BY:	6/13/91
APPROVED BY:		JAN

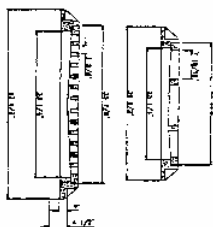
DAVIE-COOPER CITY CHAMBER OF COMMERCE PARKING MODIFICATION
PREPARED FOR: TOWN OF DAVIE
PAVING GRADING & DRAINAGE DETAILS

 **CRAVEN • THOMPSON AND ASSOCIATES, INC.**
ENGINEERS • PLANNERS • SURVEYORS
1045 N.W. 3RD STREET, FORT LAUDERDALE, FLORIDA 33304
FAX: (904) 722-0400 TEL: (904) 722-0400
FLORIDA LICENSED PROFESSIONAL ENGINEER • LANDSCAPE ARCHITECT NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE SURVEYOR NO. 000001

CRAVEN • THOMPSON AND ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM. MINORITY AND WOMEN OWNED AND OPERATED. WE ARE AN AFFIRMATIVE ACTION EMPLOYER. WE ARE AN EQUAL OPPORTUNITY EMPLOYER. WE ARE AN AFFIRMATIVE ACTION EMPLOYER. WE ARE AN AFFIRMATIVE ACTION EMPLOYER.

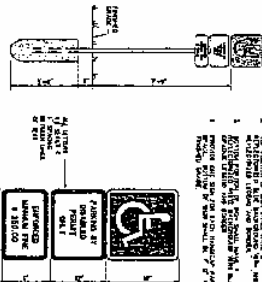
[illegible]

ENVIRONMENTAL PROTECTION AGENCY



何 景 平, 周 敏. 411120-5.2100

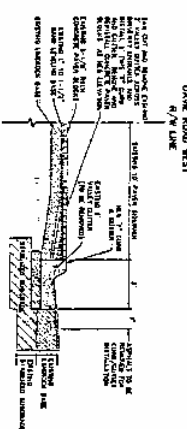
NOTE:
FOR LOCATIONS OF BOWLING CLUBS, NIGHT-
CLUBS, AND DISCO THEATRE, PLEASE CONSULT
THEY CAN BE AT (850) 684-6000 FOR THE



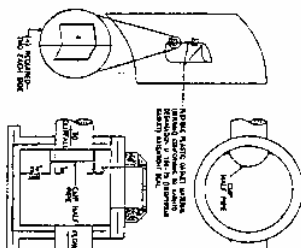
18-0 **214**

[illegible]

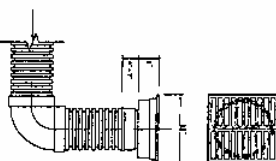
22 NOV 68 0615Z
FM JCRC TO USARPAC
SUBJ: COUNTRY INFORMATION REPORT
REF: 000 1100 000 000 000 000
INFO: 000 1100 000 000 000 000
000 1100 000 000 000 000



NOTES



1. POLYMERIZATION RATE TO BE MEASURED BY TGA FOR POLYMER RETENTION STUDY.
2. USE AVAILABLE CATALYST DATA FROM CRYSTALLIZATION INVESTIGATION.
3. BE HALF-DOZEN PER HOUR IN ONE HALF-DOZEN PER HOUR.
4. POLYMERIZATION TO BE MEASURED AT 15° ON CENTER WITH 3/4" DIA. WINDING ROLL.



17" INLINE DRAIN

17" INLINE DRAIN

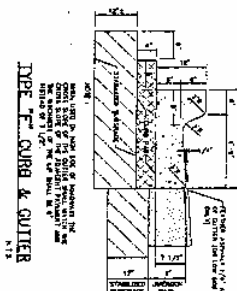
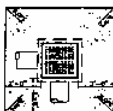


FIGURE 1

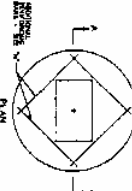
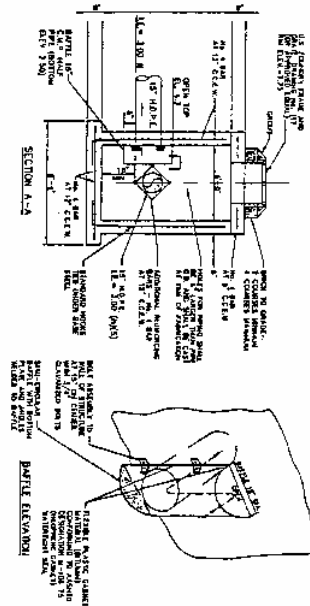
[illegible]

OFFICE DE LA

8.111



1



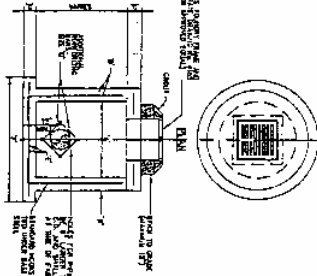
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

6335	1943-4	4-1-3	0-0-0
6336	1943-4	4-1-3	0-0-0



ALL
NEW EASY

ALL
NEW EASY



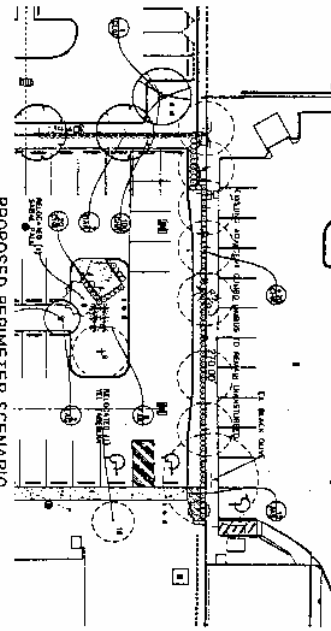
THE UNIVERSITY OF CHICAGO

[illegible][illegible]

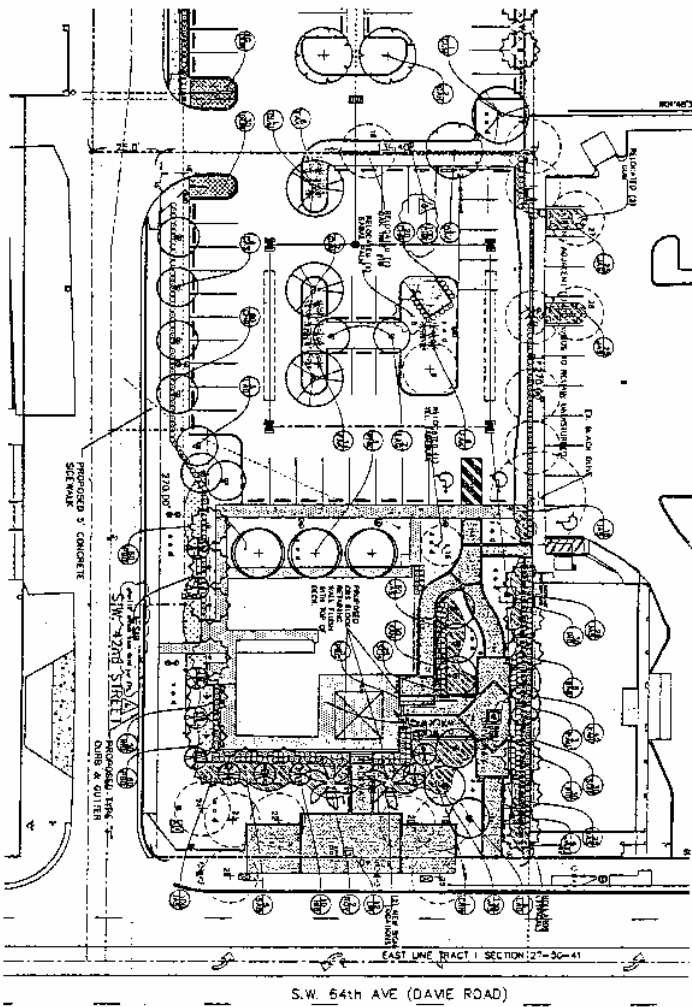
Abstract

Abstract

Page 10 of 18

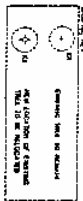


PROPOSED PERIMETER SCENARIO
FUTURE PERIMETER SCENARIO



S.W. 64th AVE (DAVE ROAD)

NO.	DESCRIPTION	PLANT	QUANTITY
1	Small tree	10' H. 10" DBH	10
2	Small tree	10' H. 10" DBH	10
3	Small tree	10' H. 10" DBH	10
4	Small tree	10' H. 10" DBH	10
5	Small tree	10' H. 10" DBH	10
6	Small tree	10' H. 10" DBH	10
7	Small tree	10' H. 10" DBH	10
8	Small tree	10' H. 10" DBH	10
9	Small tree	10' H. 10" DBH	10
10	Small tree	10' H. 10" DBH	10
11	Small tree	10' H. 10" DBH	10
12	Small tree	10' H. 10" DBH	10
13	Small tree	10' H. 10" DBH	10
14	Small tree	10' H. 10" DBH	10
15	Small tree	10' H. 10" DBH	10
16	Small tree	10' H. 10" DBH	10
17	Small tree	10' H. 10" DBH	10
18	Small tree	10' H. 10" DBH	10
19	Small tree	10' H. 10" DBH	10
20	Small tree	10' H. 10" DBH	10
21	Small tree	10' H. 10" DBH	10
22	Small tree	10' H. 10" DBH	10
23	Small tree	10' H. 10" DBH	10
24	Small tree	10' H. 10" DBH	10
25	Small tree	10' H. 10" DBH	10
26	Small tree	10' H. 10" DBH	10
27	Small tree	10' H. 10" DBH	10
28	Small tree	10' H. 10" DBH	10
29	Small tree	10' H. 10" DBH	10
30	Small tree	10' H. 10" DBH	10
31	Small tree	10' H. 10" DBH	10
32	Small tree	10' H. 10" DBH	10
33	Small tree	10' H. 10" DBH	10
34	Small tree	10' H. 10" DBH	10
35	Small tree	10' H. 10" DBH	10
36	Small tree	10' H. 10" DBH	10
37	Small tree	10' H. 10" DBH	10
38	Small tree	10' H. 10" DBH	10
39	Small tree	10' H. 10" DBH	10
40	Small tree	10' H. 10" DBH	10
41	Small tree	10' H. 10" DBH	10
42	Small tree	10' H. 10" DBH	10
43	Small tree	10' H. 10" DBH	10
44	Small tree	10' H. 10" DBH	10
45	Small tree	10' H. 10" DBH	10
46	Small tree	10' H. 10" DBH	10
47	Small tree	10' H. 10" DBH	10
48	Small tree	10' H. 10" DBH	10
49	Small tree	10' H. 10" DBH	10
50	Small tree	10' H. 10" DBH	10
51	Small tree	10' H. 10" DBH	10
52	Small tree	10' H. 10" DBH	10
53	Small tree	10' H. 10" DBH	10
54	Small tree	10' H. 10" DBH	10
55	Small tree	10' H. 10" DBH	10
56	Small tree	10' H. 10" DBH	10
57	Small tree	10' H. 10" DBH	10
58	Small tree	10' H. 10" DBH	10
59	Small tree	10' H. 10" DBH	10
60	Small tree	10' H. 10" DBH	10
61	Small tree	10' H. 10" DBH	10
62	Small tree	10' H. 10" DBH	10
63	Small tree	10' H. 10" DBH	10
64	Small tree	10' H. 10" DBH	10
65	Small tree	10' H. 10" DBH	10
66	Small tree	10' H. 10" DBH	10
67	Small tree	10' H. 10" DBH	10
68	Small tree	10' H. 10" DBH	10
69	Small tree	10' H. 10" DBH	10
70	Small tree	10' H. 10" DBH	10
71	Small tree	10' H. 10" DBH	10
72	Small tree	10' H. 10" DBH	10
73	Small tree	10' H. 10" DBH	10
74	Small tree	10' H. 10" DBH	10
75	Small tree	10' H. 10" DBH	10
76	Small tree	10' H. 10" DBH	10
77	Small tree	10' H. 10" DBH	10
78	Small tree	10' H. 10" DBH	10
79	Small tree	10' H. 10" DBH	10
80	Small tree	10' H. 10" DBH	10
81	Small tree	10' H. 10" DBH	10
82	Small tree	10' H. 10" DBH	10
83	Small tree	10' H. 10" DBH	10
84	Small tree	10' H. 10" DBH	10
85	Small tree	10' H. 10" DBH	10
86	Small tree	10' H. 10" DBH	10
87	Small tree	10' H. 10" DBH	10
88	Small tree	10' H. 10" DBH	10
89	Small tree	10' H. 10" DBH	10
90	Small tree	10' H. 10" DBH	10
91	Small tree	10' H. 10" DBH	10
92	Small tree	10' H. 10" DBH	10
93	Small tree	10' H. 10" DBH	10
94	Small tree	10' H. 10" DBH	10
95	Small tree	10' H. 10" DBH	10
96	Small tree	10' H. 10" DBH	10
97	Small tree	10' H. 10" DBH	10
98	Small tree	10' H. 10" DBH	10
99	Small tree	10' H. 10" DBH	10
100	Small tree	10' H. 10" DBH	10



LANDSCAPE PLAN:
PROJECT: DAVIE-COOPER CITY CHAMBER OF COMMERCE
ADDRESS: TOWN OF DAVIE, FLORIDA

NO. DATE DESCRIPTION
1 10-03 REV. ENTRY TO NORTH PROP
2 10-04 AND RETAINING WALL/REV. I.S.
3 10-05 REV. FOR THE APPLICATION REVIEW COMMENT
4 10-06 REV. FOR THE APPLICATION REVIEW COMMENT

REVISIONS:
1 10-03
2 10-04
3 10-05
4 10-06

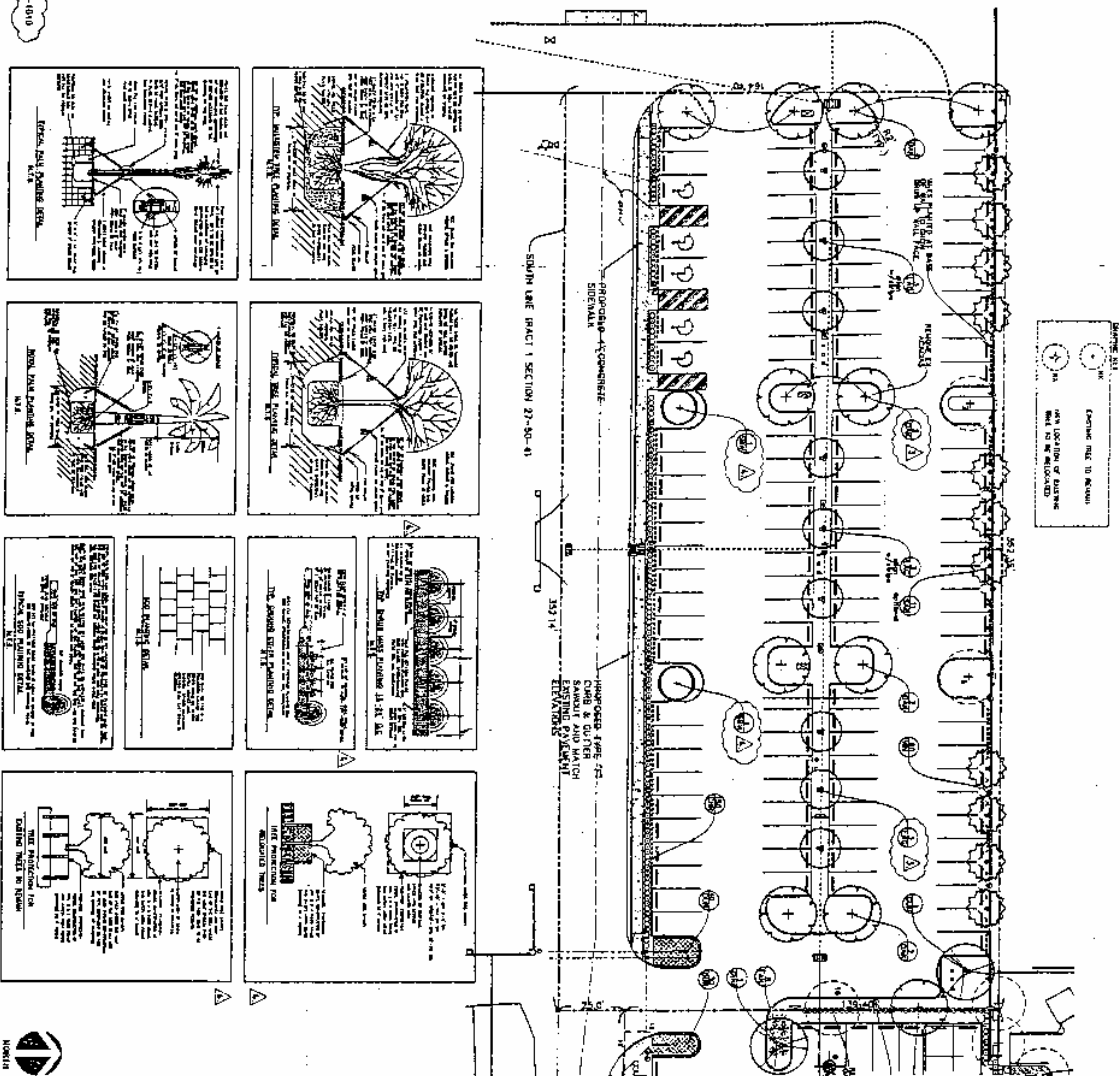
SCALE: 1" = 20'
T.M.T. 10-17-03
T.M.T. 10-17-03
T.M.T. 10-17-03

LANDSCAPE ARCHITECTS
COLLABORATIVE
4001 W. Broward Boulevard, Suite 200
Ft. Lauderdale, Florida 33309
P (954) 321-0003 F (954) 321-0004



23 sheets

PLANTING NOTE

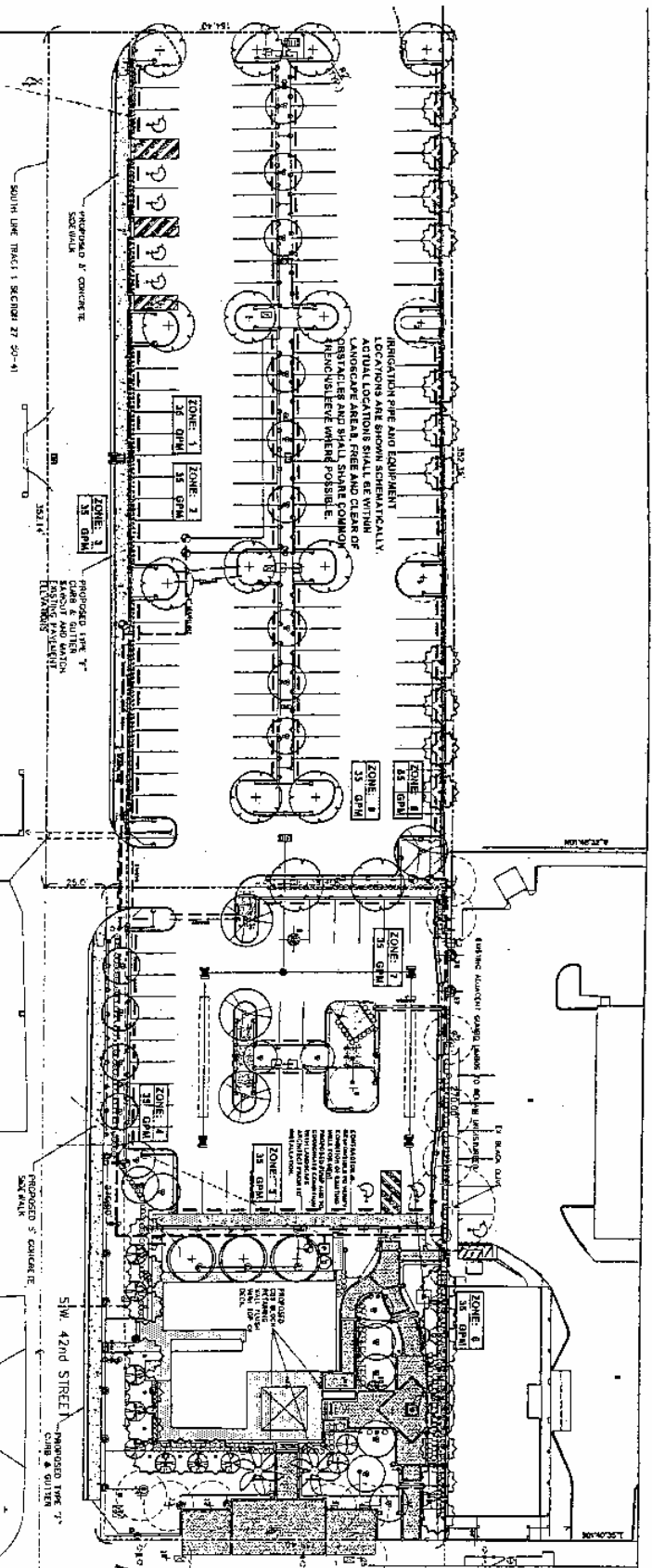
- [illegible]



REV.	DATE	DESCRIPTION
1	11-1-03	REV. ENTRY TO NORTH PROCP
2	2-16-04	REV. LOADING ZONE/WARNING L.S.
3	4-5-04	REV. PROCP, IMP. LOCATION, REFINED COMMENTS
4	7-2-04	REV. PROCP COMMENTS
5		

	SEARCHED	INDEXED	
	SERIALIZED	FILED	
	OCT 10 1964		
	FBI - NEW YORK		

**LANDSCAPE ARCHITECTS
COLLABORATIVE**
1370 W. Belmont Boulevard Suite A
Pittsfield, VT 05477
P (802) 271-1942 • FAX (802) 271-1170
info@landcollab.com landcollab@landcollab.com



DEPTH OF COVER FOR PIPING TO COMPLY WITH F.P.C. APPENDIX F PART V (A/C/B). TESTING AND INSPECTIONS ARE REQUIRED AS PER F.P.C. APPENDIX F PART VI.

At 10:00 PM, the fire was extinguished and the fire department was called. The fire was caused by a short circuit in the wiring. The fire was contained and no one was injured. The fire department is investigating the cause of the fire.



03-2064


PROJECT NO.
23-085

SHEET.
IR-1 of 3

2007 0111

IRRIGATION PLAN:
PROJECT: CHAMBER OF COMMERCE
ADDRESS: DAVIS, FLORIDA

REVISIONS	NO.	DATE	DESCRIPTION
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		

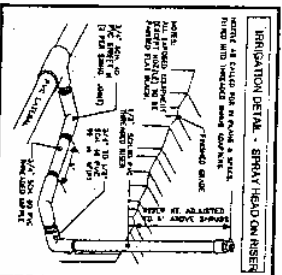
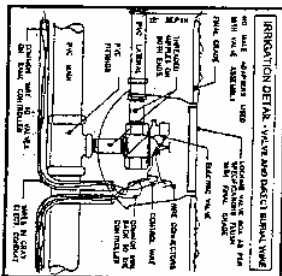
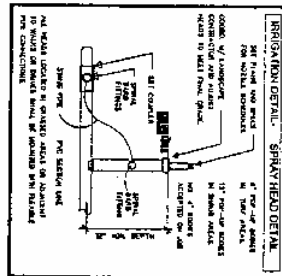
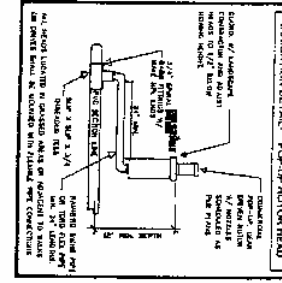
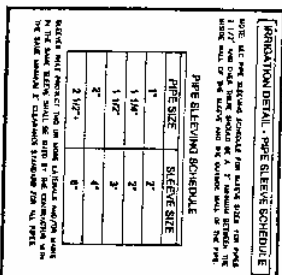
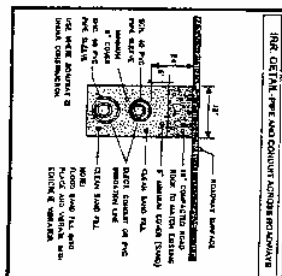
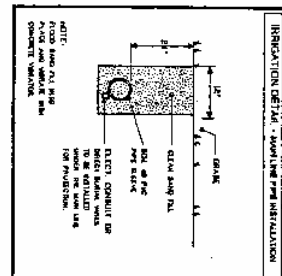
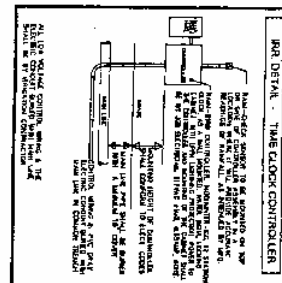
	SEARCHED	INDEXED
	SERIALIZED	FILED
OCT 10 1964 FBI - NEW YORK		



**LANDSCAPE ARCHITECTS
COLLABORATIVE**
4375 E. Broadway Parkway, Suite A
Pompano Beach, Florida 33067
P (954) 327-7964 F (954) 327-7171

Web site: www.collaborative.com

For more information
visit www.enr.construction.com/resources/special/

[illegible]

IRRADIATION DETAIL - PURE SINKING HOTEL

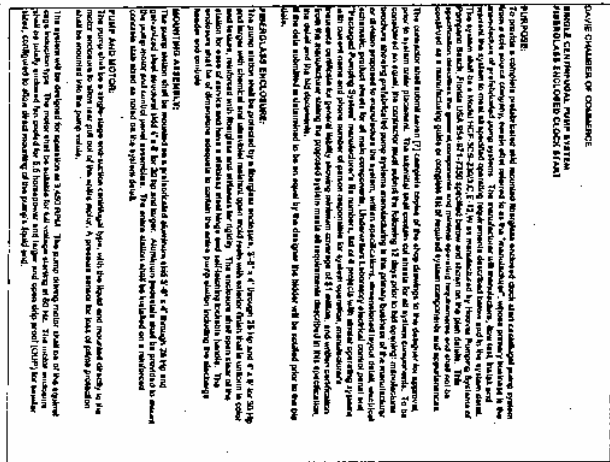
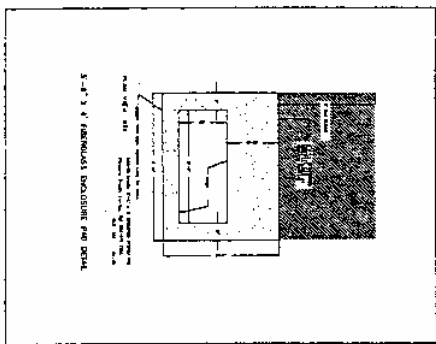
THE NEW YORK TIMES REPORTED THAT THE LATEST OF THE LARGEST AND MOST ADVANCED OF THE NEWLY DEVELOPED "PURE SINKING" HOTELS, THE "PURE SINKING HOTEL," WAS BEING BUILT IN THE CITY OF NEW YORK. THE HOTEL WAS BEING BUILT IN THE CITY OF NEW YORK, AND WAS BEING BUILT IN THE CITY OF NEW YORK.

BRIDGEMAN CHEMICAL PRESERVING TESTING EQUIPMENT

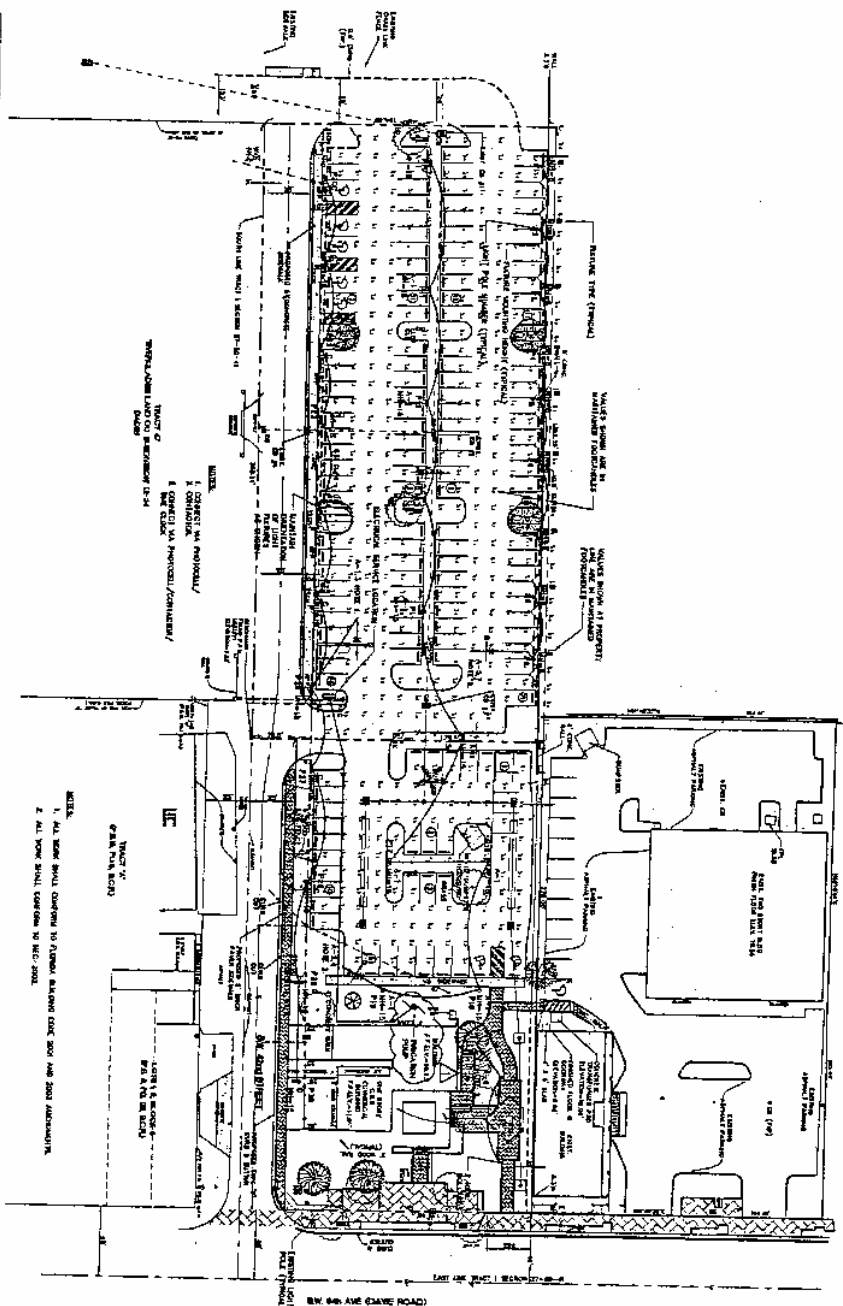
BRIDGEMAN'S PRESERVING TESTS ARE AVAILABLE IN A MANUAL OR AUTOMATIC FORM. BOTH TYPES ARE OF COURSE, THE SAME, BUT THE AUTOMATIC TYPE IS DESIGNED TO TEST THE PRESERVING QUALITY OF THE PRESERVATIVE SOLUTIONS USED IN THE PRESERVING OF METALS. THE AUTOMATIC TYPE IS AVAILABLE IN TWO MODELS, ONE FOR TESTING PRESERVATIVE SOLUTIONS OF 10% AND 20% CONCENTRATION, AND THE OTHER FOR TESTING PRESERVATIVE SOLUTIONS OF 10% AND 20% CONCENTRATION. THE AUTOMATIC TYPE IS AVAILABLE IN TWO MODELS, ONE FOR TESTING PRESERVATIVE SOLUTIONS OF 10% AND 20% CONCENTRATION, AND THE OTHER FOR TESTING PRESERVATIVE SOLUTIONS OF 10% AND 20% CONCENTRATION.

[illegible]

PIPE SIZE	SLEEVE SIZE
1"	2"
1 1/4"	2"
1 1/2"	3"
2"	4"
2 1/2"	6"



PROJECT NO. 23-065	SHEET IR-3 OF 3	IRRIGATION DETAILS & SPECIFICATIONS	NO.		DATE	DESCRIPTION		SCALE:	N.T.S.		LANDSCAPE ARCHITECTS COLLEEN PATRICK CDB - 00000000, State of Florida, #00011317 P. OAK, 107-100 N. DIXIE AVE., SUITE 100 DAVIE, FLORIDA 33317
			REVISIONS					T.M.Y.	7-23-06		
PROJECT: CHAMBER OF COMMERCE											See Map Attachment
ADDRESS: DAVIE, FLORIDA											Seal & Registration Number of Licensed Professional Engineer



ROAD REF. #

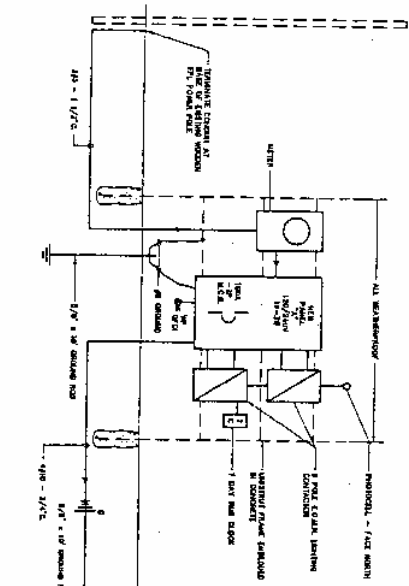


Luminaire Fixture Schedule				
Project: Parking Lot				
Symbol	Qty	Label	Voltage	Arrangement
⊙	11	C	240	D180
⊙	10	A-1	240	BACK-BLACK
⊙	9	B	240	SINGLE

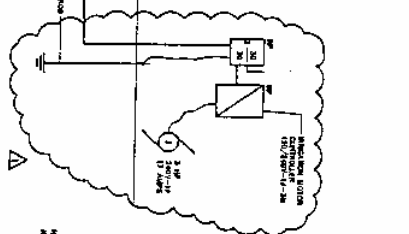
Numeric Summary				
Project: Parking Lot				
Label	Code Type	Units	Avg	Max
Parking	ILLUMINANCE	fc	2.09	4.9
Property	ILLUMINANCE	fc	0.01	0.4

NORMAN F. BRAY, P.E., INC.
 CONSULTING ELECTRICAL ENGINEERS, P.C.
 1110 N. W. 11th Ave., Suite 1100
 Fort Lauderdale, FL 33304
 Phone: (954) 571-1100
 Fax: (954) 571-1101

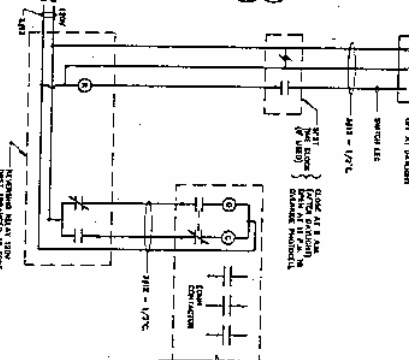
PROJECT NO. 03-0060	DAVE-COOPER CITY CHAMBER OF COMMERCE PARKING MODIFICATION		GRAVEN THOMPSON AND ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS 3545 S.W. 17th STREET, FORT LAUDERDALE, FLORIDA 33304 FAX: (954) 726-4401 TEL: (954) 726-4400 FIDELITY BOND: \$1,000,000	DATE	7-20
	PREPARED FOR: TOWN OF DAVE			DRAWN BY:	
	LIGHTING AND PHOTOMETRICS PLAN			CHECKED BY:	
SHEET 1 OF 2	E-1			APPROVED BY:	



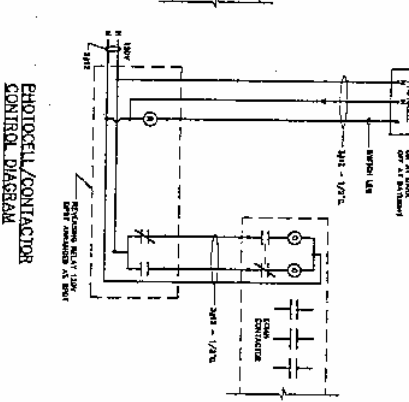
ELECTRIC RISER
ALL



PHOTOCELL/TIME CLOCK/
CONTACTOR CONTROL DIAGRAM
ALL

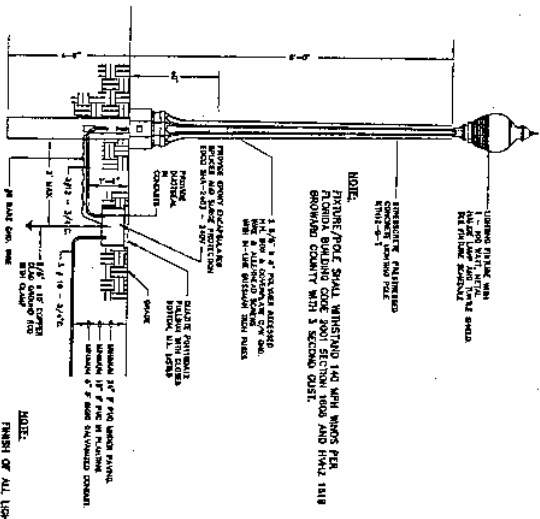


PHOTOCELL/CONTACTOR
CONTROL DIAGRAM
ALL

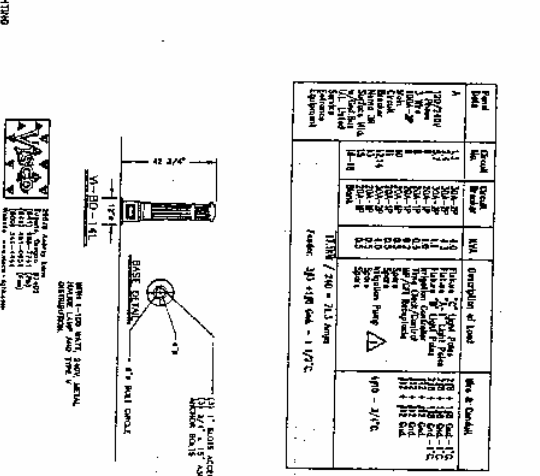


PHOTOCELL/CONTACTOR
CONTROL DIAGRAM
ALL

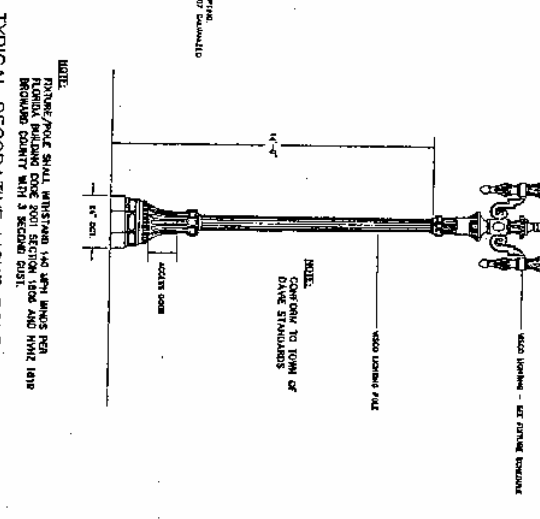
Item	Quantity	Unit	Notes
1. PHOTOCELL	1	EA	1/2" x 1/4" x 1/8"
2. TIME CLOCK	1	EA	1/2" x 1/4" x 1/8"
3. CONTACTOR	1	EA	1/2" x 1/4" x 1/8"
4. FUSE	1	EA	1/2" x 1/4" x 1/8"
5. SWITCH	1	EA	1/2" x 1/4" x 1/8"
6. METER	1	EA	1/2" x 1/4" x 1/8"
7. WIRE	100	FT	1/2" x 1/4" x 1/8"
8. BULB	1	EA	1/2" x 1/4" x 1/8"
9. POLE	1	EA	1/2" x 1/4" x 1/8"
10. BASE	1	EA	1/2" x 1/4" x 1/8"



TYPICAL SINGLE HEAD LIGHT POLE
ALL



TYPICAL DECORATIVE LIGHT POLE DETAIL
ALL



TYPICAL DECORATIVE LIGHT POLE DETAIL
ALL

DAVE-COOPER CITY CHAMBER OF COMMERCE
PARKING MODIFICATION
PREPARED FOR:
TOWN OF DAVE
LIGHT POLE DETAILS

CRAMER-THOMPSON AND ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
3641 N.W. 32ND STREET, FORT LAUDERDALE, FLORIDA 33309
TEL. (904) 776-0400

PROJECT NO.
03-0060
E-2
SHEET 2 OF 2

DATE
SCALE
DRAWN BY
CHECKED BY
APPROVED BY
DATE

PARCEL A ROADWAYS

SHEET 1 OF 1

Y:\7749-BR-585\20-41-27\03-00130\OWGS\SURV\03-00130 sub.dwg Wed 06/30/2004 11:18a by loodan

EXHIBIT "F"

PARCEL B ROADWAYS

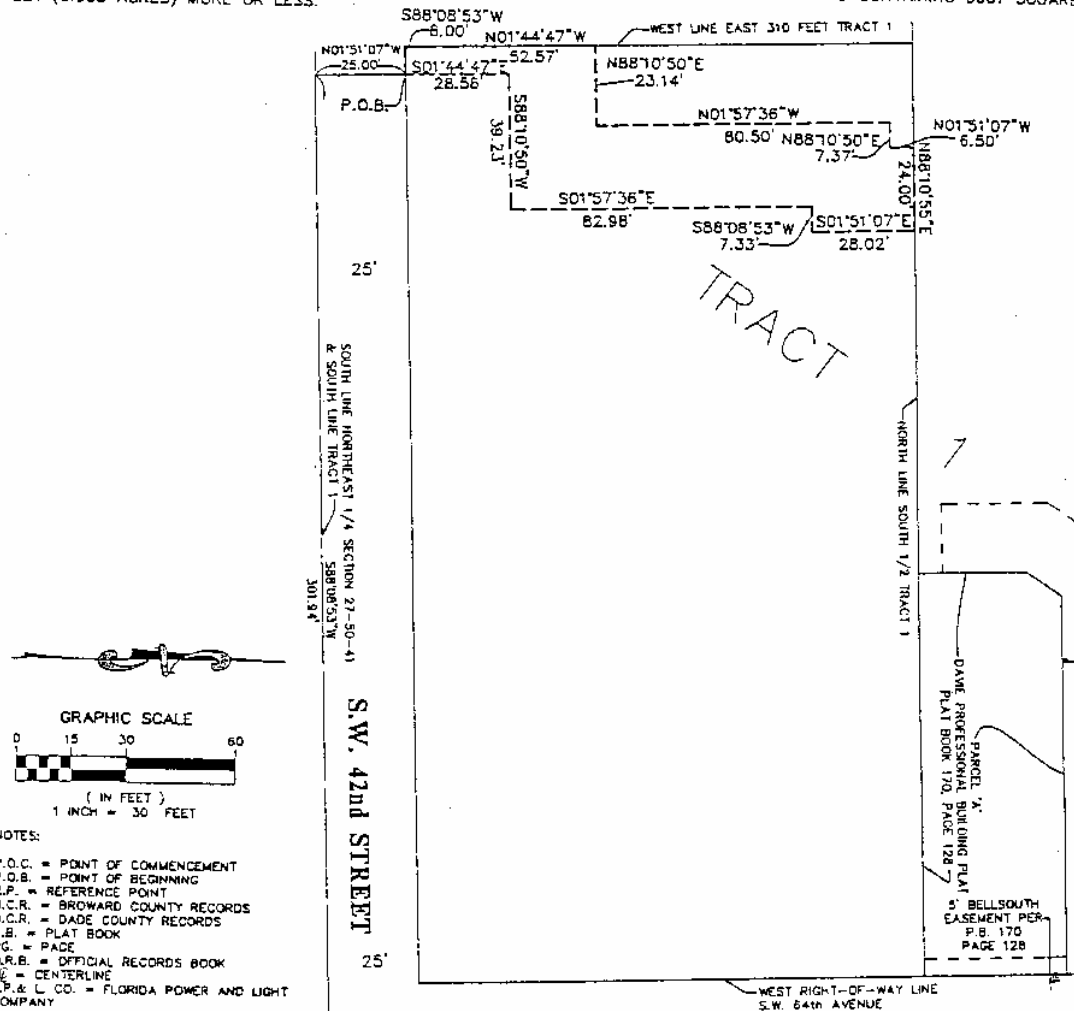
LEGAL DESCRIPTION:

SHEET 1 OF 1

A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES LAND SALES CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) SAID SECTION 27, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4) ALSO BEING THE SOUTH LINE OF TRACT 1, SOUTH 88°08'53" WEST 301.94 FEET; THENCE NORTH 01°51'07" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'53" WEST 8.00 FEET; THENCE ALONG THE WEST LINE OF THE EAST 310 FEET OF SAID TRACT 1, NORTH 01°44'47" WEST 52.57 FEET; THENCE NORTH 88°10'50" EAST 23.14 FEET; THENCE NORTH 01°57'36" WEST 80.50 FEET; THENCE NORTH 88°10'50" EAST 7.37 FEET; THENCE NORTH 01°57'36" WEST 6.50 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID TRACT 1, NORTH 88°10'55" EAST 24.00 FEET; THENCE SOUTH 01°57'36" EAST 28.02 FEET; THENCE SOUTH 88°08'53" WEST 7.33 FEET; THENCE SOUTH 01°57'36" EAST 82.98 FEET; THENCE SOUTH 88°10'50" WEST 39.23 FEET; THENCE SOUTH 01°44'47" EAST 28.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 3607 SQUARE FEET (0.083 ACRES) MORE OR LESS.



NOTES:

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R.P. = REFERENCE POINT
 B.C.R. = BROWARD COUNTY RECORDS
 D.C.R. = DADE COUNTY RECORDS
 P.B. = PLAT BOOK
 PG. = PAGE
 O.R.B. = OFFICIAL RECORDS BOOK
 @ = CENTERLINE
 F.P. & L. CO. = FLORIDA POWER AND LIGHT COMPANY

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.

SKETCH AND DESCRIPTION

CERTIFIED TO:

TOWN OF DAVIE

MILLER LEGG

ENGINEERS • SURVEYORS & MAPPERS
 PLANNERS • LANDSCAPE ARCHITECTS
 GIS • ENVIRONMENTAL PROFESSIONALS

1800 N. Douglas Road, Suite 200
 Fort Lauderdale, Florida 33324
 (954) 436-7000 Fax: (954) 436-8656
 Certificate of Authorization No. 6680
 www.millerlegg.com

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
 I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1107-4, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

DATED THIS 28th DAY OF JUNE, 2004 A.D.

WILLIAM M. LYNCH
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA REGISTRATION NO. 4068
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO.
03-00130.309

FILE NO.
11-18-925

EXHIBIT "G" PARCEL C ROADWAYS

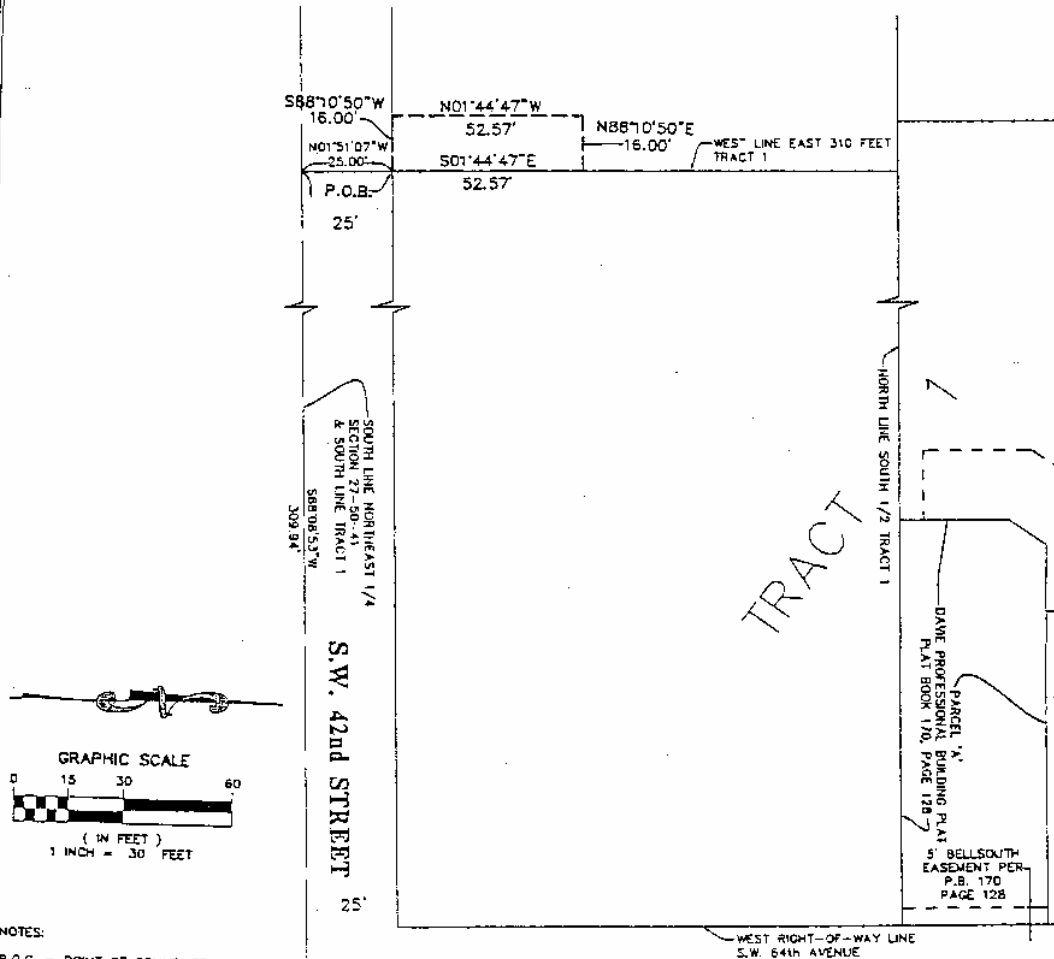
LEGAL DESCRIPTION:

SHEET 1 OF 1

A PORTION OF THE SOUTH ONE-HALF (S 1/2) OF TRACT 1, IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES LAND SALES CO. SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4) ALSO BEING THE SOUTH LINE OF TRACT 1 SOUTH 88°08'53" WEST 309.94 FEET; THENCE NORTH 01°51'07" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°10'50" WEST 16.00 FEET; THENCE NORTH 01°44'47" WEST 52.57 FEET; THENCE NORTH 88°10'50" EAST 16.00 FEET; THENCE ALONG THE WEST LINE OF THE EAST 310 FEET OF SAID TRACT 1, SOUTH 01°44'47" EAST 52.57 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 841 SQUARE FEET (0.019 ACRES) MORE OR LESS.



NOTES:

P.O.C. = POINT OF COMMENCEMENT
P.D.B. = POINT OF BEGINNING
R.P. = REFERENCE POINT
B.C.R. = BROWARD COUNTY RECORDS
D.C.R. = DADE COUNTY RECORDS
P.B. = PLAT BOOK
P.G. = PAGE
O.R.B. = OFFICIAL RECORDS BOOK
C. = CENTERLINE
F.P. & L. CO. = FLORIDA POWER AND LIGHT COMPANY

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD.

P.O.C. SOUTHEAST CORNER NORTHEAST 1/4 SECTION 27-50-41

S.W. 64th AVENUE (DAVIE ROAD)

FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
SECTION 86540-260 & MISCELLANEOUS PLAT BOOK 6, PAGE 23 B.C.R.

N01°42'30"W

EAST LINE N.E. 1/4 SECTION 27-50-41 & EAST LINE TRACT 1

SKETCH AND DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

TOWN OF DAVIE

MILLER LEGG

ENGINEERS - SURVEYORS & MAPPERS
PLANNERS - LANDSCAPE ARCHITECTS
G.S. - ENVIRONMENTAL PROFESSIONALS

1800 N. Douglas Road, Suite 200
Pembroke Park, Florida 33024
(954) 436-1000 Fax: (954) 436-8664
Certificate of Authorization C-2 6650
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 8109-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 471.021, FLORIDA STATUTES.

DATED THIS 25th DAY OF JUNE, 2004 A.D.

WILLIAM M. LYNCH
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION NO. 4088
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NO: 03-00130.309
FILE NO: 11-1B-926

DRAWN BY: LP CHECKED BY: KL

11-1B-926-Rev-Sec 50-41-27103-00130 11-1B-926-Rev-Sec 50-41-27103-00130 11-1B-926-Rev-Sec 50-41-27103-00130

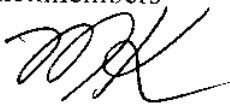
MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: August 25, 2004

TO: Will Allen, Programs Administrator

CC: Tom Willi, Town Administrator
Mayor and Councilmembers

FROM: Monroe D. Kiar 

RE: Control Number 040605
Tri-Party Agreement Between Davie, CRA and Chamber of Commerce

TOWN OF DAVIE
2004 AUG 27 P 2:56
ADM. SVC. DEPT.

Previously, this law office reviewed the Tri-Party Agreement between the Town, the CRA and the Chamber of Commerce as well as the Parking Lease Agreement. As indicated in our prior Memorandum of June 22, 2004, the Agreements prepared by the CRA's attorneys appear to adequately protect the Town's interest with the possible exception of a few items that we suggested be added to the Agreements. Those suggestions were set forth in our prior Memorandum of June 22, 2004. It is noted that the recommended changes have been added to the Agreements, including a provision indicating that no provision within the Agreement shall constitute a waiver of the Town's sovereign immunity, nor grant any right to any third party. Further, it is noted that the suggestion of this office that the Town be named to the list of parties to be notified of any modifications and that under the Parking Lease Agreement, the Town has been named as a party within the preamble due to the fact that the Town is obligated to assume and perform the CRA's obligations in the event that the CRA ceases to exist have also been added. This office has further reviewed the Easement Agreement prepared by the CRA's attorneys and this too, appears to adequately protect the Town's interest. Accordingly, the Tri-Party Agreement appears to be ready for presentation to the Council and for its consideration.

MDK/gmv



DEVELOPMENT SERVICES DEPARTMENT (954) 797-1111

Administration (954) 797-1101
Planning & Zoning (954) 797-1103, FAX (954) 797-1204
Building & Occupational Licensing (954) 797-1111
Code Enforcement (954) 797-1121
Engineering (954) 797-1113

TOWN OF DAVIE 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399 (954) 797-1030

September 22, 2004

Will Allen, Director
Town of Davie Community Redevelopment Agency
4700 Davie Road, Suite C
Davie, FL 33314

SUBJECT: SP 4-4-04 Davie-Cooper City Chamber of Commerce Parking Lot

Dear Mr. Allen:

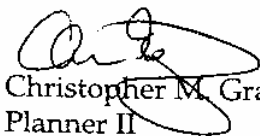
This is to inform you that the above captioned site plan modification was approved by the Site Plan Committee at the August 10, 2004, meeting. Attached are an original set of plans that have received final site plan approval by staff. Below are the Town of Davie Land Development Code's provisions regarding the expiration of site plans.

§12-373. Expiration of site plans.

All site plans approved pursuant to this section shall expire twelve (12) months from the date of approval, which expiration shall automatically occur without further notice to the applicant for whom said plan was approved unless a Town of Davie construction permit is secured and maintained pursuant to the approved site plan. It is further provided that one (1) renewal for an additional six-month period may be obtained upon application to the Director of Development Services within thirty (30) days of expiration and payment of one-half (1/2) of the fee that would be required if submitted as a new site plan, providing that the site plan shall be in compliance with any new ordinance or provision of the Code of Davie which shall have been enacted since the original site plan approval.

Please contact me at (954) 797-1108 should you have any questions.

Regards,


Christopher M. Gratz
Planner II

PZC 09-20-04